

FAIRFAX COUNTY, VIRGINIA

CONSOLIDATED COMMUNITY FUNDING POOL



WORKING TOGETHER

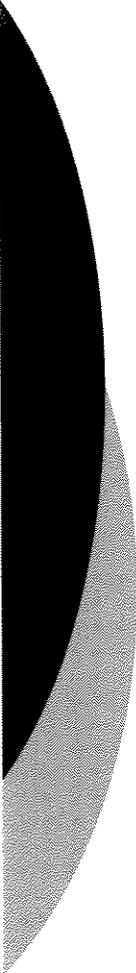
FY 2009 – FY 2010

Funding Application Resource Manual

for

July 1, 2008 – June 30, 2010

REP #08-939123-31



Introduction

About the Funding Application Resource Manual

This Manual is designed to help agencies prepare proposals in response to the FY 2009 through FY 2010 Consolidated Community Funding Pool Request for Proposals.

First and foremost, the Manual is part of the RFP and will be part of the contract. Before applying for funding, agencies are encouraged to review the Fairfax County General Conditions and Instructions to Bidders, the Special Provisions, as well as the Web sites of state and federal laws and regulations to ensure they can comply with these **contractual obligations**.

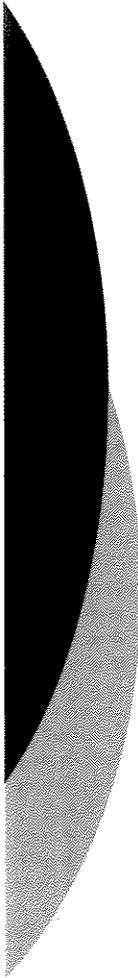
Secondly, the Manual includes information that will be helpful in the preparation of the proposals. This includes the FY 2009-2010 Consolidated Community Funding Pool RFP Funding Priorities. As responding agencies must decide which funding priorities their program/project supports, a careful reading of this section is recommended.

The Manual contains a glossary of terms, a question and answer section, and a listing of Web site addresses with descriptive data of Fairfax County residents. It also includes Community Services Block Grant and Community Development Block Grant income limit levels as well as the Fairfax County Human Services Region map. This information will help agencies complete the Proposal Summary Sheet.

Finally, the Manual includes Fairfax County policies that provide the framework for the Consolidated Community Funding Pool. Included are the July 9, 2007 and April 30, 2007 Board Agenda Items; The Consolidated Plan One - Year Action Plan for 2008; and policy statements regarding county human service challenges, visions and goals.

Consolidated Community Funding Pool FY 2009-2010 Funding Application Resource Manual Table of Contents

CCFP RFP Special Provisions	4
Fairfax County General Conditions and Instructions to Bidders	25
Community Services Block Grant Income Eligibility Guidelines	41
Fairfax County Human Services Region Map	42
Glossary	44
Web Sites with Descriptive Data on Fairfax County	49
Abbreviations	50
Frequently Asked Questions	51
 CDBG Housing Grants Only:	
Guidelines for Affordable Housing Capital Projects	54
Community-Based Development Organization Check List	58
Community Development Block Grant Income Eligibility Limits	60
Community Development Block Grant Fair Market Rents	61
 Public Law:	
Community Services Block Grant United States Public Law 103.252 <i>View: http://ncaf.org; link to CSBG</i>	
Commonwealth of Virginia Community Action Act <i>View: http://leg1.state.va.us; search for Virginia Community Action Act</i>	
Community Development Block Grant Regulations <i>View: http://www.gpoaccess.gov/cfr/index.html; enter Community Development Block Grant in search field and then scroll to Title 24 CFR570.</i>	
Community Development Block Grant Act <i>View: http://www.hud.gov/offices/cpd/communitydevelopment/rulesandregs/laws/sec5301.cfm</i>	
Virginia Public Procurement Act, § 2.2-4343.1. Permitted contracts with certain religious organizations. (Virginia Acts of Assembly – on Faith-Based Organizations) <i>View: http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-4343.1</i>	
 Fairfax County Policy Statements:	
Fairfax County Board of Supervisors Approval of:	
Board Agenda Item, July 9, 2007 Fiscal Years 2009-2010 CFFP RFP Funding Priorities	62
Board Agenda Item, April 30, 2007 Consolidated Plan – One Year Action Plan for FY 2008 <i>View: http://www.fairfaxcounty.gov/rha/consolidatedplanshomepage.htm</i>	
 Fairfax County Community Policy Statements	
Fairfax County Vision	70
Fairfax County Human Services Goal	71
Fairfax County Response to Challenges in Community	72



Fiscal Years 2009-2010

- Consolidated Community Funding Pool
RFP Special Provisions

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

1 AUDITS:

- 1.1 The contractor will provide Fiscal Years 2005-2006 audits of its financial statements and an auditor's opinion and management letter addressing internal controls. The audit must be conducted by an independent licensed certified public accountant. The audit, opinion and management letter addressing internal controls and the audit engagement letter must be provided to Fairfax County no later than November 1, 2005 for Fiscal Year 2005 and November 1, 2006 for Fiscal Year 2006, unless the County has granted a written extension. Non receipt of this audit may affect future County funding consideration.
- 1.2 If the contractor expends in excess of \$300,000 annually in combined Federal awards, it shall be the responsibility of the contractor to obtain a Federal OMB Circular A-133 audit.
- 1.3 The contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
 - a. If the contract is terminated for any reason in accordance with the provisions of the contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the contractor, which may result in a charge against the County.
 - e. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the contractor's books and records under the conditions stated above.
- 1.4 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of five (5) years.
- 1.5 The contractor shall include sections 1.3a through e and section 1.5 of these Special Provisions, (which refer to the right to audit and preservation of records), in all subcontracts issued by the contractor and they shall require the same to be inserted by all lower tier subcontracts, of any portion of the work. Should the contractor fail to include these clauses in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the contractor shall be liable to Fairfax County for all reasonable cost, expenses and attorney fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County or its authorized representative.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

2 ACCESS TO AND INSPECTION OF WORK:

- 2.1 The Fairfax County Purchasing Agent and using departments will, at all times, have access work being performed under County contract wherever it may be in progress or preparation.
- 2.2 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to client and activity records under County contract.

3 INSURANCE:

- 3.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 3.2 The contractor shall, during the continuance of all work under the contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. Agrees to maintain, if applicable, insurance coverage typical to and in compliance with requirements of the Fairfax County Housing Redevelopment and Housing authority for real property acquired and owned as a result of or in connection with a resulting contract.
 - e. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff. This coverage shall continue in force for three years following completion of the contract.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- f. Maintain contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontracts or out of an owners/contractors/supervisory activity.
- g. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- h. Insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI. Except European markets including those based in London and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- i. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- j. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and the Department of Administration for Human Services – Contracts Management before any work is started.
- k. If the contractor delivers services from a County-leased facility, the contractor is required to carry personal property insurance on all equipment installed and maintained on the premises.
- l. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent/Risk Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Program/project to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- m. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- n. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- o. If an "ACORD" Insurance Certificate form is used by the program/project's insurance agent, the words "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the Cancellation paragraph of the form shall be deleted.
- p. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions remain the same. The contractor must either:

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years final payment or the contract. This certificate shall evidence a retroactive date" no later than the beginning of the contractor's sub contractor's work under the contract.
- 3.3 The contractor shall purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 4 BONDING:**
- 4.1 The contractor for awards funded in whole or in part with Community Development Block Grant Funds (CDBG) shall obtain a Fidelity Bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this contract, within thirty (30) days after the contract award date. The Fidelity Bond shall be in an amount no less than one hundred percent (100%) of the contract amount. The contractor shall furnish the County proof of an adequate Fidelity Bond within thirty (30) days of the contract award date of this contract and prior to any disbursement of funds hereunder.
- 4.2 If the contractor, whether directly or through contractors, engages in any construction, rehabilitation or renovation type activities, utilizing funds provided through this contract, the current and specific bonding and compliance provisions required at that time will prevail.
- 5 PROGRAM/PROJECT AND FINANCIAL REPORT SUBMISSIONS:**
- 5.1 The contractor must maintain all records in compliance with federal and state regulations. The contractor must submit to the County performance measures, demographics, outcome measurements, monthly financial expenditures and any other reports as specified by the County.
- 5.2 The County must receive the monthly reports referenced above by the 15th day of each month following the quarter the contractor provided the service. All program/project reports must be provided on line at <http://fairfaxcounty.gov/web/>.
- 6 POLITICAL ACTIVITY AND LOBBYING:**
- 6.1 None of the contract performance by the County shall involve, and no portion of the funds received by the contractor shall be used for, any political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.
- 6.2 The contractor certifies, to the best of the contractor's knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the County contract the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The instructions and form can be found at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>
- c. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7 LEAD BASED PAINT:

- 7.1 The contractor will assure compliance with the federal regulation in regard to lead-based paint (24 CFR part 35); <http://www.epa.gov/EPA-GENERAL/2000/January/Day-21/g1319.htm>. The Regulation ("Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," a final regulation published by HUD On September 15, 1999) establishes procedures for evaluating whether a hazard may be present, controlling or eliminating the hazard, and notifying occupants of what was found and what was done in such housing. The Regulation does not have any substantive effect on the lead-based paint disclosure rule, which was issued jointly by HUD and the U.S. Environmental Protection Agency in 1996.

8 PUBLIC RECOGNITION OF CONSOLIDATED COMMUNITY FUNDING POOL:

- 8.1 All published material, written records, news releases, public statements, stationery, brochures, signage or other medium disseminating information developed for the program that is described in the proposal must be originally developed material (unless otherwise specifically provided in the resulting contract) be dated and given credit to the Fairfax County Consolidated Community Fund Pool, the U.S. Department of Housing and Urban Development Community Development Block Grant, and/or Community Services Block Grant (as applicable) as having made the program/project possible. When material, not originally developed, is included in a report or publication, it shall have the source identified. This identification may be in the body of the publication, public statement, or report or included as a footnote. This provision is applicable when the written material is in a verbatim or extensive paraphrase format.

9 TRADE SECRETS/PROPRIETARY INFORMATION:

- 9.1 Trade secrets or proprietary information submitted by the offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award should be stated by the contractor.

10 SUBCONTRACTING:

- 10.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us/>; local chambers of commerce and other business organizations.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

10.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type of dollar value of the subcontracted goods/services provided.

11 ORDER OF PRECEDENCE:

11.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders (Appendix A), included herein.

12 PURCHASE ORDER:

12.1 A purchase order will be issued to the contractor on behalf of the County departments ordering the items/services covered under the contract. The issued purchase order will become an integral part of the contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

12.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

13 NEWS RELEASE BY VENDORS:

13.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

14 PAYMENTS:

14.1 The County will issue advance payments upon completion of the request for payment form. Payments will be based on actual expenditures as allowed in the awarded program/project budget and upon completion, acceptance, and approval by the County of performed tasks.

14.2 Upon any rescission, revocation, termination or suspension of said contract, all unobligated funds will revert to the Fairfax County as soon as possible but no later than 30 days from the date of such rescission, revocation, termination or suspension.

14.3 If the Purchasing Agent determines that payments have been made to the contractor, the employees, assignees or sub-grantees for non-allowable expenses, or for work performed that is not in conformity with this contract or Commonwealth of Virginia Department of Social Services Regulations, the Purchasing Agent may withhold such amounts from the next advance made to the contractor.

15 ELECTRONIC PAYMENT OPTION:

15.1 The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

16 EQUIPMENT AND PERSONAL PROPERTY:

- 16.1 Use: Equipment and personal property shall be used by the contractor in the program/project for which it was acquired as long as needed, whether or not the program/project continue(s) to be supported by the County except for that property purchased through Community Services Block Grant funds which must be returned to the County upon program/project termination unless otherwise approved by the Commonwealth of Virginia Office of Community Services.
- 16.2 Disposition: When no longer needed for the County contract, disposition of any equipment or personal property of any kind, other than property purchased through Community Development Block Grant (CDBG) funds, shall be determined and approved by the County consistent with provisions of 24 CFR 570.502 AND 85.32 AND Circular A-110 (full provision can be viewed at: <http://a257.g.akamaitech.net/7/257/2422/12feb20041500/edocket.access.gpo.gov/cfr/2004/aprqrtr/24cfr570.502.htm>), except:
- a. In all cases in which personal property is sold, the proceeds shall be program/project income
 - b. Personal property not needed by the contractor for CCFP activities shall be transferred to the County or shall be retained after submitting compensation to the County for the program/project
 - c. Compensation for items of equipment or personal property retained or sold shall be an amount calculated by multiplying the current market value or proceeds from sale by the percentage of County funds provided on the original costs of equipment or personal property.
- 16.3 Community Services Block Grant (CSBG) funded equipment or personal property of any kind no longer needed for the contract must be returned to the County unless otherwise approved by the Commonwealth of Virginia Office of Community Service.
- 16.4 Management and Requirements: Procedures for managing equipment (including replacement equipment) and personal property, whether acquired in whole or in part with contract funds, until disposition takes place shall, as a minimum, meet the following requirements:
- a. Written notification must be given to the County within seven (7) calendar days after delivery to the contractor of equipment or personal property in order for the County to effect identification and recording for inventory purposes. Property records must be maintained that include a description of property, a serial number, or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of County funds in the cost of the property, the location, use and condition of property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once a year.
 - c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the contractor and reported to the County.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- d. Adequate maintenance procedures must be developed to keep the property in good condition.
 - e. If the contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 - f. Equipment and personal property must be used to meet one of the national objectives in 24 CFR 570.208 in perpetuity. The County or its designee may, at its discretion, amend the term of use, but it shall never be less than five years for any real property acquired or improved in whole or in part using CCFP funds in excess of \$25,000; or disposed of in a manner that results in the County's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures if non-CCFP funds for acquisition, or improvement of, the property.
- 16.5 Change in Use. In the case of acquisition, or the improvement of the real property or planned use of any such property (including beneficiaries of such use) from its original approved purpose, the contractor shall notify the County in writing for the County's written prior approval to change of use. The calculation of any funds and/or monies, which may be due hereunder as a result of any change in use, shall be made at the sole discretion of the County or its designee and this provision shall apply to the property in perpetuity unless the term is amended in writing by the County or its designee.
- 16.6 Program/Project Benefit. The contractor agrees that the award, plus any monies contemplated by 24 CFR 570.503(a)(8) shall be returned to the County, if in the determination of the County, the program/project benefit requirements for use of real property, are not met by the contractor at any time. The calculation of any funds and/or monies which may be due to hereunder shall be determined solely the County or its designee.
- 16.7 Loan Agreement. Proposed Affordable Housing Capital program/projects are subject to internal policies and procedures of the Department of Housing and Community Development (DHCD), which include a review by DHCD's Loan Underwriting Committee (LUC). Prior to disbursement of any amount of award to the contractor for the acquisition, improvement or disposition of any real property to be used for any use or purpose by the contractor, the Fairfax County Redevelopment and Housing Authority ("Authority") and the contractor shall execute a loan agreement which shall contain such terms and conditions as the Authority in its sole discretion shall require.
- 17 PROGRAM/PROJECT INCOME:**
- 17.1 Program/project income is defined by HUD in 24 CFR 570.500 Sub-part J - Grant Administration, as amended. Program/project income shall be recorded in accordance with 24 CFR 570.504(c), as amended.
- 17.2 The contractor shall report to the County on a quarterly basis, all program/project income received or accrued during the preceding quarter and return all program/project income as provided in this section herein. If any program/project income is received, the contractor may with prior approval of the County on a case-by-case basis, either (1) reduce the reimbursement of actual expenses by the amount of any income received or (2) return the income to the County for re-appropriation by the County to other eligible activities.
- 17.3 Records of the receipt and disposition of program/project income must be maintained by the contractor in the same manner as required for the award, and reported to the County in the format prescribed by the County.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- 17.4 The contractor shall include this Section in its entirety in all its sub-contracts, which involve other income producing services or activities.
- 17.5 It is the contractor's responsibility to obtain from the County prior determination as to whether or not income arising directly or indirectly from a resulting contract, or the performance thereof, constitutes program/project income. The contractor is responsible to the County for repayment of any and all amounts determined by the County to be program/project income, unless otherwise approved in writing by the County. The contractor shall make no disbursements of program/project income unless approved by the County.

18 PERSONNEL POLICIES:

- 18.1 Personnel policies shall be established by the contractor and shall be available for examination by the County.
- 18.2 The contractor shall establish and maintain job descriptions indicating duties of personnel involved in the program/project, and shall be available for examination by the County, or any agent thereof. The contractor shall not make any material changes to the personnel for the program/project that would materially adversely affect the Program/project or the contractor's obligations hereunder. Notwithstanding the foregoing, if for reasons outside the contractor's control the personnel responsible for operating the program/project should change, the contractor shall promptly notify the County, identifying the potential impact of such change and the action the contractor intends to take. Thereafter, the contractor, with the consent of the County, shall take such action as may be necessary to assure that the program/project shall continue to operate in a proper manner in accordance with all of the requirements herein.

19 CONTRACTOR BUSINESS DOCUMENTS:

- 19.1 The contractor shall forward copies of non-profit status documents, Articles of Incorporation, by-laws, and current list of Board of Directors to the County simultaneous with or prior to the contractor's execution of the contract, and in any event prior to disbursement of any funds hereunder.

20 CRIMINAL BACKGROUND CHECKS:

- 20.1 The contractors providing service to youth or other vulnerable populations must have Criminal Background Records checks through the State Police and Child Protective Services (CPS) for all employees who are directly or indirectly providing services to clients in Fairfax County Public Schools and/or communities. Records check request forms are to have been submitted to the State Police and Child Protective Services by time of award and are to be completed within a 45 day time period.

21 HIPPA COMPLIANCE:

- 21.1 Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The contractor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The contractor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) VA Code – Title 32.1, Health, § 32.1-1 et seq. The contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

22 DRIVER'S LICENSE CHECKS:

- 22.1 Employees of contractors transporting Fairfax County Public School students or other program clients must have a valid driver's license. The contractor must conduct a driver's license background check for employees providing transportation to Fairfax County Public School students or other program clients prior to the occurrence of such transportation. The driver's license check must not show more than two moving violations or chargeable accidents within a three-year period neither of which may involve a D.W.I. or D.U.I.

23 DISBURSEMENT OF FUNDS:

- 23.1 If an advance made under the contract exceeds approved expenditures, the balance of the advance shall be withheld from subsequent disbursements, if any, or shall be refunded to the County by the contractor. No installment shall be paid until the applicable fiscal statement and progress report of the contractor. No subsequent advancements or payments shall be paid until the applicable fiscal and program/project reports of the contractor have been received and accepted by the County. Any funds not disbursed by the County during the term of a resulting contract may, at the sole and absolute discretion of the County, be disbursed following the expiration of the resulting contract for services provided or expenses incurred but not reimbursed during the term of the resulting contract.
- 23.2 Upon termination of the contract, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the County, the United States Department of Housing and Urban Development, the United States Department of Health and Human Service of the Commonwealth of Virginia Department of Social Services, the contractor will refund such amount to the County within ten (10) working days after written notice to the contractor specifying the amount disallowed. Refunds of disallowed costs may not be repaid from the funds or any other funds paid to the contractor by or through the County.

24 CONDITIONS FOR RELIGIOUS ORGANIZATIONS:

- 24.1 In addition to, and not in substitution for, other provisions of the contract regarding the provision of public services with County funds, the contractor agrees that, if applicable, in connection with such services to:
- a. represent that it is, or may be deemed to be a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
 - b. not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - c. not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - d. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services;
 - e. that the funds received under the resulting contract shall not be used to construct, rehabilitate, or restore any facility which is owned by the contractor and in which

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

the public services are to be furnished, provided, however that minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in the structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the County expenditures for the public services.

- 24.2 The contractor agrees, covenants, and represents that no funds under this contract shall be used to contract, rehabilitate, maintain or restore religious structures (including those which may be historic properties) currently used for religious purposes. Furthermore, no funds shall be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organization whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

25 REVERSION OF ASSETS:

- 25.1 Upon termination of the contract, the contractor shall immediately transfer to the County any County-allocated funds on hand at the time of expiration and any accounts receivable attributable to the use of County, Community Services Block Grant and/or Community Development Block Grant.

26 CHANGES AND AMENDMENTS:

- 26.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 26.2 No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 26.3 Any alterations, additions, or deletions to the terms of a resulting contract shall be by amendment in writing and executed by both parties.
- 26.4 Upon prior written approval of the County, the contractor may make transfers between or among line items within budget categories of the resulting contract budget provided that:
- a. Such request for the budget revision shall be in writing in a format prescribed by the County and shall precede any actual transfer or reallocation of funds.
 - b. The transfers will not increase the total monetary obligation of the County under the contract.
 - c. The transfers will not materially change the nature, intent, or scope of the program/project funded under the contract.
- 26.5 It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of the contract. Any such modifications are to be automatically incorporated into the contract without written amendment hereto and shall become a part of the contract on the effective date specified by the law or regulation.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

26.6 The contractor agrees to notify the County, in writing, of any proposed change in the physical location for work performed under the contract at least thirty (30) days calendar days in the advance of the change.

27 COUNTY OBLIGATIONS:

27.1 Limit of Liability: Notwithstanding any other provision of the contract, the total of all payments and other obligations made or incurred by the County hereunder shall not exceed the contract amount.

27.2 Measure of Liability: In consideration of full and satisfactory performance of services hereunder by the contractor, the County shall make payments to the contractor based on the budget delineated in the Memorandum of Negotiation, subject to the limitation and provisions set forth in the resulting contract.

- a. It is expressly understood and agreed by the parties hereto that the County's obligations hereunder are contingent upon the actual receipt by the County of federal and state funds and County appropriation of funds to pay the permissible expenses provided herein.
- b. It is expressly understood that the contract in no way obligates the other funds within the General Fund or any other monies or credits of the County of Fairfax.
- c. The County shall not be liable for any cost or portion thereof which:
 1. has been paid, reimbursed or is subject to payment or reimbursement from any other source,
 2. was incurred prior to the contract award date,
 3. is not in strict accordance with the terms of the contract including all exhibits attached hereto,
 4. has not been billed to the County within thirty (30) calendar days after (1) the date the contractor is initially billed therefore, or (2) the date the contract terminates,
 5. are deemed unallowable, including:
 - a. Costs defined as unallowable by Federal and State laws and regulations and within this RFP.
 - b. Public relations and advertising costs unless specifically required by the contract.
 - c. Bad debts
 - d. Contingencies (a possible future event arising from presently known or unknown causes, the outcome of which is indeterminable at the present time)
 - e. Contributions or donations
 - f. Entertainment costs (amusements, social activities, tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
 - g. Fines, penalties, and mis-charging costs (costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, or local laws and regulations)
 - h. Idle facilities and idle capacity
 - i. Interest on borrowing
 - j. Lobbying and political activity costs
 - k. Losses on other contracts

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- 27.3 The County shall not be liable for any cost or portion thereof which is incurred with respect to any activity of the contractor after the County has requested that the contractor furnish data concerning such action prior to proceeding further, unless and until the contractor is thereafter advised by the County to proceed.
- 27.4 The County shall not be obligated or liable under the contract to any party other than the contractor for payment of any monies or for provision of any goods or services.

28 COMMUNITY SERVICES BLOCK GRANT (CSBG):

- 28.1 The contractor funded through the Community Services Block Grant (CSBG) will be subject to the following provisions:
- a. The contractors funded through the Community Services Block Grant (CSBG) under the Economic Opportunity Act of 1964 as amended shall receive and administer awarded funds solely for activities and individuals eligible under the provisions of the Act, this contract and the Federal Public Law 103-252.
 - b. Anti-Discrimination: The contractor will certify to conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides during the performance of the contract, the contractor will agree to:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification.
 2. The contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 3. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 4. The contractor will include the provisions set forth in Section 24.1 a in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
 - c. Ethics in Public Contracting: The contractor certifies that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or sub contractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - d. Immigration Reform and Control Act of 1986: The contractor certifies that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
 - e. Debarment Status: The contractor certifies that they are not currently debarred from submitting bids or proposals on contracts by any agency of the

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

- f. Antitrust: By entering into this contract, the contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, related to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- g. Availability of Funds: It is understood and agreed between the parties herein that the Purchasing department shall be bound hereunder only to the extent of the funds available for this contract.
- h. The contractor will be responsible for completely supervising and directing the work under the contract and all subcontractors that may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the contractor. The contractor is fully responsible for the acts and omissions of his subcontractors and of the persons employed by them as he is for the acts and omissions of his employees.
- i. Ownership of Material: The contractor agrees to provide all necessary services, equipment, facilities and material and otherwise do all things necessary or incidental to the proper performance hereof. Any facilities, office furniture, office equipment, vehicles, equipment or material and any other supplies which are purchased pursuant to the performance of the contract by the contractor, or which have been purchased pursuant to earlier contracts of this nature with agencies of the Commonwealth of Virginia shall be exclusive property of the Commonwealth of Virginia, and all such facilities, office furniture, office equipment, vehicles, equipment or material and any other supplies shall be remitted to the Commonwealth of Virginia upon rescission, revocation, suspension or termination of the contract. The contractor shall not use, willingly allow or cause to have such facilities, office furniture, office equipment, vehicles, equipment or materials and any other supplies purchased pursuant to the contract for any purpose other than the performance by the contractor of his obligations under the contract without the prior written consent of the Purchasing department.

29 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):

29.1 The County has received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (the "Act") through the County's Consolidated Plan Action Plan: One Year Use of Funds for FY 2008 ("Consolidated Plan") and anticipates receiving funding through future Consolidated Plan Action Plans. The contractors funded through CDBG will be subject to the following provisions:

- a. Funds: Contractors funded through CDBG funds received by the County from HUD as described above, shall expend CDBG funds to pay costs incurred in performance of its obligations hereunder. The contractor shall receive and administer the funds solely for activities eligible under the contract, and applicable federal and state laws, rules and regulations, specifically including 24 CFR 570 Subpart C of the Code of Federal Regulations, and shall use such Funds for no other purpose. Any and all obligations of the County of Fairfax under this contract are contingent on the continuing appropriation and availability of the funds from HUD.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

29.2 Compliance with Federal, State and Local laws and other requirements:

- a. The contractor assures and certifies that it will comply with the requirements of the Act, and with the regulations promulgated thereunder and codified at 24 CFR, which in no way is meant to constitute a complete compilation of all duties imposed upon the contractor by law or administrative ruling or to narrow the standards which the contractor must follow. To the extent applicable to a non-governmental sub-recipient, the contractor shall comply with OMB, Circulars A-87, A-102, A-110, A-122, as amended, A-133, as amended, the Davis-Bacon Act (40 USC 276a et seq.), as amended, and as supplemented by the Department of Labor regulations (29 CFR Part 5, as amended), the Copeland Anti-Kickback Act (18 USC 874), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 3, as amended), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 5, as amended); 24 CFR Part 135, Economic Opportunities for Low and Very Low Income Persons; Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 CFR, chapter 60, as amended); and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq., as amended and Section 104(d) of the Act), and in accordance with 24 CFR Part 42, as amended. In addition, the contractor shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 including 24 CFR Part 84, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and agrees to comply with environmental review procedures under 24 CFR 570.200(a)(4).
- b. The contractor further assures and certifies that if the regulations and issuances promulgated pursuant to the Act are added to, amended or revised, it shall comply with them or notify the Department of Housing and Community Development (HCD) as provided in this contract.
- c. The contractor shall comply with all applicable laws and ordinances, rules and regulations applicable to the contractor and the services to be performed by the contractor, including without limitation the provisions of Title 36 of the Code of Virginia of 1950, as amended, and all other laws, ordinances, rules and regulations of the Commonwealth of Virginia and the County of Fairfax, including Chapter 11, Human Rights, of the Code of the County of Fairfax, Virginia.

29.3 Access to and Inspection of Work:

- a. HCD, the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program/project for the purpose of making audits, examinations, excerpts and transcriptions.

29.4 Conflicts and Disclosure of Personal Interest:

- a. Every officer, director, or employee of the contractor shall disclose in writing to HCD prior to any transaction being entered into by the contractor with any other corporation, firm, association, or entity if such person has a personal interest in such corporation, firm, association, or entity. The contractor shall certify, prior to disbursement of any funds under this contract, and maintain documentation, that all persons covered hereof have been made aware of disclosure requirements as provided under this Section. A failure to disclose shall be a basis for the County, at its sole discretion, to discontinue funding and take any further action the County deems appropriate in accordance with the provisions of this contract.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

The contractor shall be responsible for assuring compliance with the disclosure of personal interest requirements as provided in this Contract.

- b. Applicability. (1) In the procurement of supplies, equipment, construction, and services by the contractor, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply; (2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this Section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the contractor, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties of facilities pursuant to 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to (570.203 or 570.204).
- c. Directors, officers and employees of the contractor shall comply with all requirements of State and Local Governments Conflicts of Interest Act, Va. Code Ann. §§ 2.1-639.1, *et seq.* ("Conflicts of Interest Act"), as the same may be amended from time to time. Conflicts prohibited. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in this Section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain or benefit from a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For purposes of the Section, subject to amendments to the Conflicts of Interest Act, the following definitions shall apply: "Personal interest" is defined as a personal and financial benefit or liability accruing to an officer or employee or to a member of his/her immediate family. Such interest shall exist by reason of: (i) ownership in a business if the ownership interest exceeds three percent of the total equity of the business; (ii) annual income that exceeds, or may reasonably be anticipated to exceed, \$10,000 from ownership real or personal property or a business; (iii) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business that exceeds, or may reasonably be anticipated to exceed, \$10,000 annually; (iv) ownership of real or personal property if the interest exceeds \$10,000 in value and excluding ownership in a business, income, salary, other compensation, fringe benefits from the use of property; or (v) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business. "Immediate family" means: (i) a spouse and (ii) any other person residing in the same household as the officer or employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent." Dependent" means a son, daughter, father, mother, brother, sister or other persons whether or not related by blood or marriage, if such person receives from the officer or employee, or provides to the officer or employee, more than one-half of his/her financial support. "Personal interest in a transaction" means a personal interest of an officer or employee in any matter considered by his/her agency. Such personal interest exists when an officer or employee or a member of his/her immediate family has a personal interest in property or a business, or represents any individual or business and such property, business or represented individual or business: (i) is the subject of the transaction or (ii) may realize a reasonably foreseeable direct or indirect benefit or detriment as a result of the action of the agency considering the transaction.

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

- d. When procuring personal and real property or goods and services under this contract, no employee, officer or agent of the County, Fairfax County Redevelopment and Housing Authority (FCRHA); or contractor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any one of the following has a financial or other interest in the firm selected for award: an employee, officer or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs, or is about to employ, any of the foregoing. The contractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors; potential contractors, or parties to sub-agreements. To the extent permitted by state and local law or regulations, penalties, sanctions, or other disciplinary actions may be taken as deemed appropriate for violations of such standards by the contractor's officers, employees, or agents, or by its contractors or their agents. The County and the Authority may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
- e. Persons covered. The conflict of interest provisions of this Section applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies, the contractor or other sub-recipients which are receiving funds under the Act.
- f. Exceptions: threshold requirements. Upon the written request of the County, HUD may grant an exception to the provisions of this Section on a case-by-case basis if it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's programs/projects. An exception may be considered only after the County has provided the following:
 - g. A disclosure of the nature of the conflict accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - h. An opinion of the County's attorney that the interest for which the exception is sought would not violate the Conflicts of Interest Act or any other state or local law.

29.5 Procurement:

- a. When procuring property, goods and services, the Authority may require that the contractor follow the FCRHA's or County's procurement procedures which reflect applicable state and local laws and regulations and which shall conform to applicable federal law, regulations and standards. The contractor shall consult Department of Housing and Community Development on any procurement to assure conformance with applicable laws, regulations and standards.

29.6 Equal Employment Opportunity:

- a. During the performance of the contract, the contractor shall comply fully with the Final Rule for Nondiscrimination Based on Handicap in Federally Assisted Program/Projects and Activities (Section 504), 24 CFR Part 8, effective July 11, 1988; the Final Rule for Nondiscrimination on the Basis of Disability in State and Local Government Services (Americans with Disabilities Act), Public Law 101-336, 28 CFR Part 35, effective January 26, 1992; Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; Section 109 of the ACT; Chapter 11, Human Rights, of the Code of

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

the County of Fairfax, Virginia; The Fair Housing Amendments Act of 1988, as amended; and all other federal civil rights and equal opportunity laws and regulations, as the same may be amended from time to time. The contractor also agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, that the contractor is an equal opportunity employer (EOE).
3. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
4. The contractor will include the provisions of (1), (2), and (3) above in every subcontract or purchase order of over \$5,000, to assure that the provisions hereof will be binding upon every sub contractor or vendor.

29.7 Ownership and Use of Real Property:

a. Use and Disposition:

In accordance with 24 CFR 570.503(b)(8), any real property under the contractor's control that was acquired or improved in whole or in part with CDBG or County funds shall meet the following requirements:

1. Used to meet one of the national objectives in 24 CFR 570.208 in perpetuity. The FCRHA may, at its discretion, amend the term of use, but it shall never be less than five years for any real property acquired or improved in whole or in part using CDBG or County funds in excess of \$25,000; or
2. Disposed of in a manner that results in the FCRHA being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG or non-County funds for acquisition, or improvement of, the property.

b. Change in Use:

In the case of acquisition, or improvement of real property, prior to any change in use of the real property or planned use of any such property (including beneficiaries of such use) from its original approved purpose, the contractor shall notify the FCRHA in writing for the FCRHA's written prior approval to the change of use. The calculation of any funds and/or monies, which may be due hereunder as a result of any change in use, shall be made at the sole discretion of the FCRHA or its designee and this provision shall apply to the property in perpetuity unless the term is amended in writing by the FCRHA or its designee.

c. Program/Project Benefit:

The contractor agrees that the funds, plus any monies contemplated by 24 CFR 570.503(a)(8) shall be returned to the Authority, if, in the determination of the

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

FCRHA, the program/project benefit requirements for use of real property, are not met by the contractor at any time. The calculation of any funds and/or monies which may be due hereunder shall be determined solely by the FCRHA or its designee.

d. Loan Agreement:

Prior to disbursement of any amount of funds to the contractor for the acquisition and disposition of any real property to be used for any use or purpose by the contractor, the FCRHA and the contractor shall execute a loan agreement which shall contain such terms and conditions as the FCRHA in its sole discretion shall require.

29.8 Return of Funds:

- a. The contractor agrees that the funds plus any monies contemplated by 24 CFR 570.500 shall be returned to the County, if, in the sole discretion of the County, the program/project benefit requirements of 24 CFR 570, as amended, are not met due hereunder shall be made in the sole discretion of the County.

30 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

30.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County program/projects, activities and services. Fairfax County government contractors, sub contractors, vendors, and/or supplies are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

30.2 The contractor shall comply fully with the Final Rule for Nondiscrimination Based on Handicap in Federally Assisted Program/projects and Activities of the Department of Housing and Urban Development (Section 504), 24 CFR Part 8, effective July 11, 1988, as well as with the Final Rule for Nondiscrimination on the Basis of Disability in State and Local Government Services, Public Law 101-336, 28 CFR Part 35, as the same may be amended from time to time ("ADA"). All of the provisions of Section 504 and the ADA shall apply to this Contract.

a. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), provides that "No otherwise qualified individual with handicaps in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program/project or activity receiving Federal financial assistance." Communications, program/project accessibility (for both non-housing and housing facilities), equal employment opportunity (including pre-employment) and reasonable accommodation, and physical accessibility (including site and building accessibility) are examples of some of the areas covered by the Section 504 requirements.

b. ADA prohibits discrimination on the basis of disability by public entities by protecting qualified individuals with disabilities from discrimination on the basis of disability in the services, program/projects or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted program/projects established by Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance. The ADA adopts the general prohibitions of discrimination established under Section 504 as well as the requirements for making program/projects accessible to individuals with disabilities and for providing equally effective communications. The ADA provides comprehensive civil rights protections to individuals with

**Fiscal Years 2009-2010
Consolidated Community Funding Pool
SPECIAL PROVISIONS**

disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

31 ADDITIONAL PROPOSAL INFORMATION:

- 31.1 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 31.2 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, contractors should provide complete, thorough proposals with the contractors most favorable terms. Should proposals require additional clarification and/or supplementary information, contractors should submit such additional material in a timely manner.
- 31.3 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

32 PERIOD THAT PROPOSALS REMAIN VALID:

- 32.1 Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

33 DELAYS AND SUSPENSIONS:

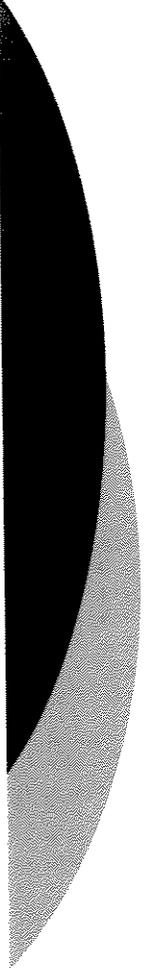
- 33.1 The contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the contractor. If, after giving the County Purchasing Agent written notice, the contractor elects to stop work because the County does not supply data or services, the County will extend the contractor's time of completion by a period of time reasonably suited for completion of work.
- 33.2 The County will pay the contractor for all work completed to the date of suspension plus all the contractor's cost related to the delay, omission or any consequent work stoppage by the contractor and its personnel. The contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the contractor that resulted from the County's omission will not constitute default by the contractor.

34 DATA SOURCES:

- 34.1 The County will provide the contractor all available data possessed by the County that relates to this contract. However, the contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

35 SAFEGUARDS OF INFORMATION:

- 35.1 Unless approved in writing by the County Purchasing Agent, the contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the contractor under the final contract.



Fairfax County

- General Conditions and Instructions to Bidders

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS –** All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**AWARD**

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- d. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

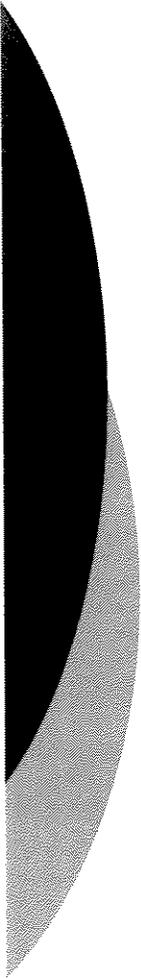
/s/ David P. Bobzien
COUNTY ATTORNEY

/s/ Cathy A. Muse
COUNTY PURCHASING AGENT

Community Services Block Grant

- o Income Eligibility Guidelines

CSBG Income Eligibility Guidelines POVERTY LEVEL 2007 (125%)			
Family Size	100%	125%	200%
1	\$10,210	\$12,763	\$20,420
2	\$13,690	\$17,113	\$27,380
3	\$17,170	\$21,463	\$34,340
4	\$20,650	\$25,813	\$41,300
5	\$24,130	\$30,163	\$48,260
6	\$27,610	\$34,513	\$55,220
7	\$31,090	\$38,863	\$62,180
8	\$34,570	\$43,213	\$69,140
Each Additional	\$3,480	\$4,350	\$6,960
January 24, 2007 Federal Register			

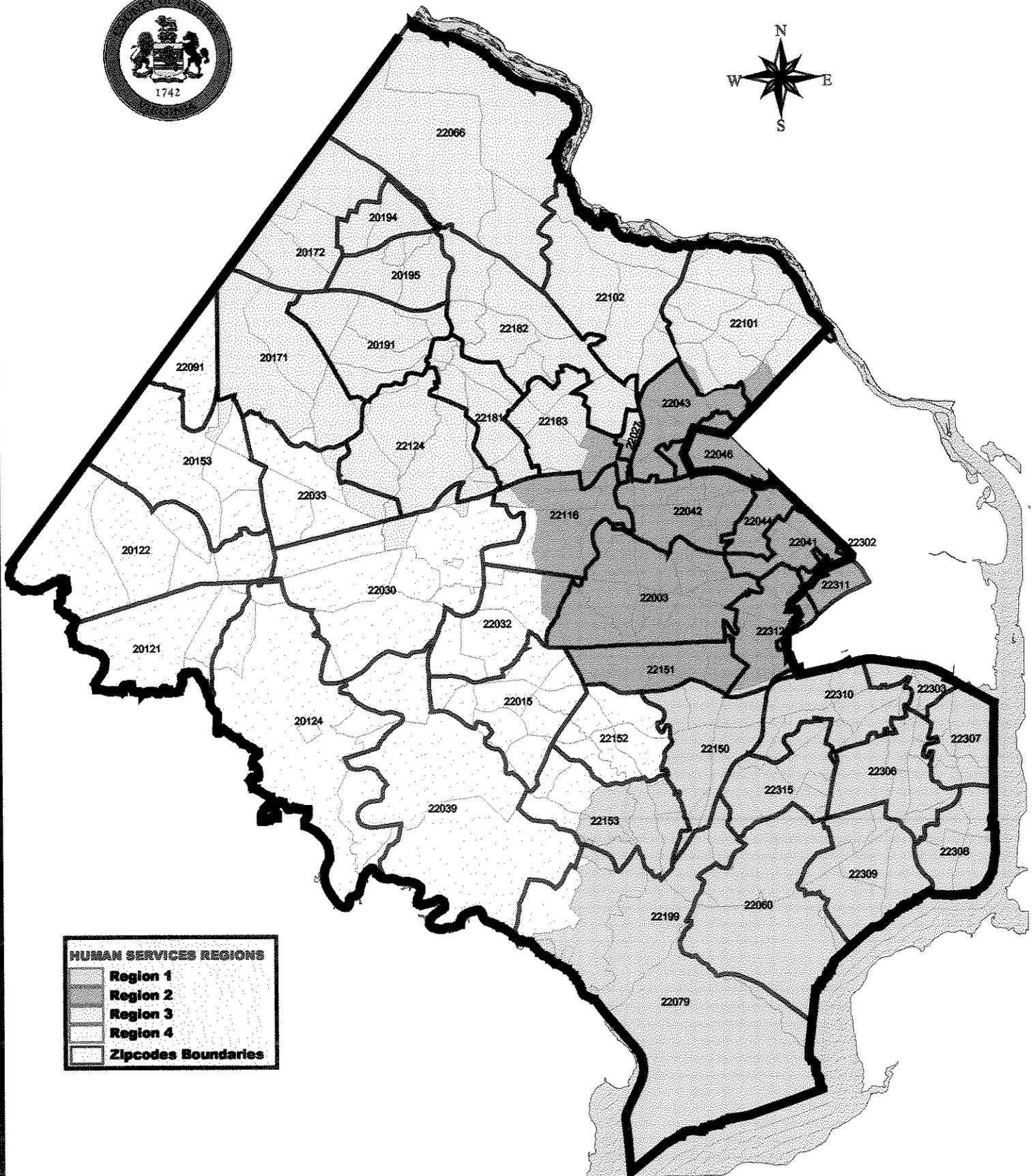


Fairfax County

- o Human Services Region Map

HUMAN SERVICES REGIONS

with Zip Codes

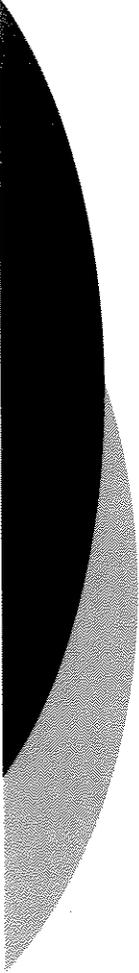


HUMAN SERVICES REGIONS

- Region 1
- Region 2
- Region 3
- Region 4
- Zipcodes Boundaries

0 2 Miles

November 4, 2004



Glossary

- Terms

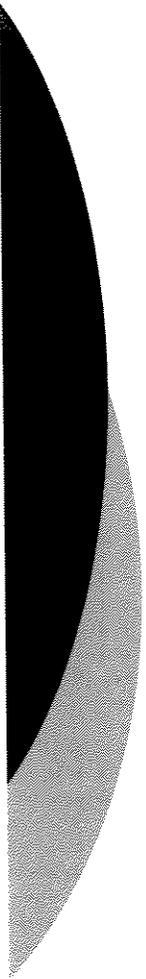
GLOSSARY

TERM	DEFINITION
A-133 Audit	Federal Office of Management and Budget (OMB) audit requirement related to non-profit organizations that directly or indirectly receive in total \$300,000 or more in federal grants or contracts. The scope of the audit covers the entire operations of the agency, emphasizing extensive testing of the internal controls of the agency.
ACORD Form	An ACORD Form is a standard document that summarizes an entity's insurance coverage. ACORD stands for Association for Cooperative Operations Research and Development, which is a global, nonprofit insurance association whose mission is to facilitate the development and use of standards for the insurance, reinsurance and related financial services industries. Many, but not all, insurers report coverage on ACORD forms.
Activity/Service	<p>A description of the service or intervention provided to the client. The Activity/Service must be logically related to the Outcome. This is measured by counting the number of clients that receive the Activity/Service.</p> <p>Example:</p> <ul style="list-style-type: none"> • Provide 100 homeless women with case management service; • Provide 50 elementary school children with homework help.
Appraisal-Income Market Value	All income property should be valued using both methods and it is critical which of the two is completed first. Normally, the market value appraisal will show a greater value than the income approach once the prospective buyer has made adjustments to the data provided by the seller. In the income evaluation approach the debt service is not considered even though the actual debt service may have a negative effect on the desired yield. The reason is the prospective buyer is attempting to find a value based solely on the income and operating expenses.
Articles of Incorporation	A portion of the documentation that would be submitted to the State to obtain a corporate business license. Defines the nature of the activities that the business will perform.
Audit	Determine whether an entity's financial statements are presented fairly in accordance with generally accepted accounting principles.
Automobile Liability Insurance	Indemnity policy for legal liability for bodily injury or damage to others arising from accidents of ownership or operation of an automobile.
BPOL (Business Professional & Occupational License)	Businesses whose gross receipts are between \$10,001 and \$50,000 must file a BPOL application and pay a license fee of \$30; those receipts are between \$50,001 and \$100,000 pays a license fee of \$50. Businesses with gross receipts in excess of \$100,000 pay the BPOL tax rate for their particular category. This only applies to those who are located in Fairfax County. All non-profits must apply to become tax exempt. Contact Fairfax County Tax Office at 703-222-8234 for further information.
Budget Resources	Contracts, grants, cash returns from fundraising, in-kind contributions, volunteers and donated supplies, equipment, cash,

TERM	DEFINITION
	space or service.
Collaboration	Communities, non-profit agencies or local organizations joining together through written agreements to provide services based on common goals and shared funding. Partners agree to pool resources and jointly plan, implement and evaluate new services and procedures. They also agree to delegate individual responsibility for the outcomes of their joint efforts.
Cooperation	Communities, non-profit agencies or local organizations working together to coordinate services in order to improve quality and accessibility. They may share information, co-locate services, make and accept referrals, and join together in assessing community needs.
Direct Costs	Costs directly associated with specific activities of a project/program. This includes personnel, rent/mortgage, utilities, printing, travel, training, etc. Direct costs are distinguished from indirect costs.
Disability Benefit	Income paid under a disability insurance policy that is not covered under Workers Compensation Benefits. The employer, for the benefit of his employees, holds this policy.
Employee Benefit	An employment benefit given in addition to one's wages or salary. Example: Health insurance, FICA, Retirement, unemployment, etc.
Federal Tax Form 990 (Return of Organization Exempt From Income Tax)	IRS form (990 or 990EZ) required for non-profits to file annual gross expenses and description of programs and accomplishments. Forms are not required if the annual gross receipts are \$25,000 or less or the non-profit meets other exemptions.
Federal Tax Identification	The employer identification number (EIN) is a nine digit number assigned to the organization by the Internal Revenue Service (IRS).
Fidelity Bond Insurance	A form of insurance which protects the covered employer against loss due to dishonesty of his employees.
General Liability Insurance	Coverage for an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business; when someone is injured as the result of using the product manufactured or distributed by a business; or when someone is injured in the general operation of a business.
Indemnification	An agreement to hold a specified party harmless as a result claims or damages.
Indirect Costs	Costs to an agency not readily identifiable with a particular project/program or activity but necessary to its general operation. Administrative salaries and non-personnel costs that are not directly related to a project/program are examples of indirect costs. Indirect

TERM	DEFINITION
	<p>costs do not include costs associated with fundraising activities. Agencies applying to the Funding Pool should explain how indirect costs are determined in the budget justification section of their proposal.</p> <p>Example: Management and Administrative Personnel, Telephone, Rent, Custodial Service, Payroll, Data Processing, Purchasing, Accounting, Vehicles and Insurance.</p>
Internal Control Report	An audit report to assess and report on the auditee's overall system of internal control.
Leveraging	Additional County and non-County contributions to the program. Cash leveraging includes all grants, fees for service, contributions, and revenue from fundraising activities. Non-cash leveraging includes in-kind contributions of goods, supplies, space and services.
Management & General	See <i>Indirect Costs</i> . Agencies applying to the Funding Pool may use either term in their submitted budgets.
Median Family Income	The median income for Metropolitan Washington Statistical Area is \$89,300.
Outcome Measurement System	Describes how the project/program Outcome Indicator will be measured. The description answers who, what, when, and how. This includes: how data is collected, analyzed and reported; when the data is collected (at intake; before and after program; etc.); what measurement tool will be used; and who is responsible (i.e. intake worker; social worker).
Outcome Measurement Tool	<p>Instrument used to determine the project/program Outcome. Often, an Outcome Measurement Tool is used to determine if a client has achieved the Outcome Indicator. For instance, the Family Self-Sufficiency Scale can be used to determine if a family has achieved self-sufficiency or not. Not all projects use Outcome Measurement Tools. For example, a food pantry generally does not use an outcome measurement tool to determine if the family received food. Standardized measures, client surveys and level of functioning scales can be used as outcome measurement tools</p> <p>Example:</p> <ul style="list-style-type: none"> • Minnesota Multiphasic Personality Inventory • Family Self-Sufficiency Scale
Outcomes	Benefits for participants during or after project/program's Service/Activities. Outcomes relate to knowledge, skills, attitudes, values, behavior, condition, or status. They are what participants know, think, or can do; or how they behave; or what their condition is that is different during or following the Service/Activity.

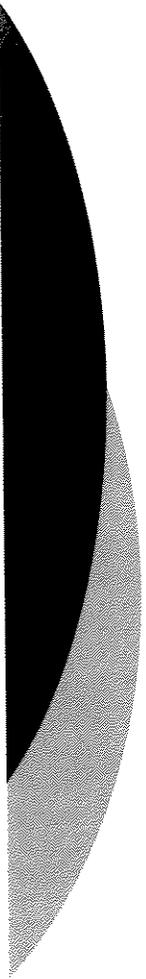
TERM	DEFINITION
	<p>Example:</p> <ul style="list-style-type: none"> • Youth attend school regularly • Immigrant mothers learn emergency English • Clients have housing
Outcome Indicators	<p>A specific observable and measurable change in the client or client circumstance. Funding Pool Outcome Indicators are <i>nominal measures</i> that count the number of clients that evidence the targeted change. The Outcome Indicator must logically relate to the Outcome and must include a timeline.</p> <p>Example:</p> <ul style="list-style-type: none"> • 75 or 75% of middle school children enrolled in the program will miss less than 10 days of school by the end of the school year; • 15 or 50% of immigrant mothers in the program will learn emergency English at the end of the 6 week program.
Professional Liability Insurance	Coverage for specialists in various professional fields.
Staff Resources	Persons required to perform an organization's management, support and project/program activities. Staff resources would include paid positions, consultants and volunteers.
Timeline	A listing of key project/program year milestones by accomplishment date. A timeline would include start-up activities, project initiation, conduct of project activities, and/or events, and evaluation measurement.
Unemployment Compensation	Money paid through the state to workers who are temporarily unemployed. Employers may pay into a State Unemployment Compensation Pool or select to pay the State Unemployment Compensation Pool when dismissed employee files for unemployment.
Workers' Compensation Insurance	Legally mandated insurance requirement for all businesses having 3 or more employees. Workers' Compensation payments are required by law to be made to an employee injured in the course of work; optional requirement for business with less than 3 employees. Employees may collect from their insurance for injuries sustained in the course of employment.
Work plan	Description of how the overall project will be initiated, managed, conducted and evaluated.



Web Sites with Descriptive Data on Fairfax County

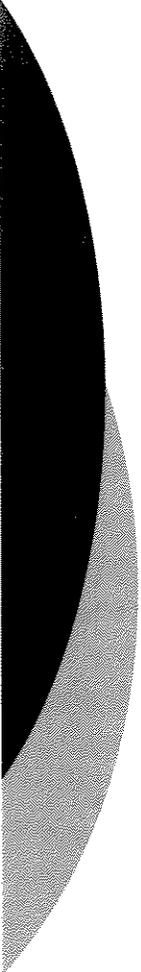
- For a wide variety of demographic and economic information and maps, visit: <http://www.fairfaxcounty.gov/aboutfairfax/>
- For economic and demographic publications about Fairfax County, including census, land use data and special studies, visit: <http://www.fairfaxcounty.gov/demogrph/publist.htm>
- For a number of reports and studies that can be downloaded, visit the Human Services-General Reports page at: <http://www.fairfaxcounty.gov/service/reports/index.htm>
- For Fairfax County Results from the 2003 Virginia Youth Survey, visit: <http://www.fairfaxcounty.gov/demogrph/youthpdf.htm>
- For information on the four Human Services Regions and the work of Coordinated Services Planning, visit: <http://www.fairfaxcounty.gov/dsm/default.shtm>
- For information on business and economic development in Fairfax County, visit the Economic Development Authority site at: <http://www.fairfaxcountyyeda.org/>

If you are unable to access these links and want a hard copy of a study or report, please call 703-324-5551 and one will be provided.



Abbreviations

BOS	Board of Supervisors
CAAB	Community Action Advisory Board
CBDO	Community Based Development Organizations
CCFP	Consolidated Community Funding Pool
CCFAC	Consolidated Community Funding Advisory Committee
CDBG	Community Development Block Grant
CSBG	Community Services Block Grant
MSA	Metropolitan Statistical Area
RFP	Request for Proposal
SAC	Selection Advisory Committee



Frequently Asked Questions

CONSOLIDATED COMMUNITY FUNDING POOL FREQUENTLY ASKED QUESTIONS

Q. Why are only two priority areas allowed per application?

A. The rationale for limiting priority areas to no more than 2 primary priority areas is to identify areas that are the program focus. This is not to preclude applicants from proposing projects addressing multiple priorities, but it does require applicants to write a proposal focused on primary priority areas to be addressed. One benefit is that the reporting requirements will be reduced requiring outcome measures only for those strategies that address the primary priority areas. Another benefit is to allow for comparison of like programs. The CCFAC believes that having more focused applications will simplify the process and provide for more equitable evaluation of programs.

Q. Won't this hurt programs of a "holistic" nature that focus on a broad range of services?

A. No, "holistic" programs will not be penalized as a result of this policy. It will allow the program to be considered in its primary proposed priority area. However, the process for evaluating proposals does not reward "holistic" programs. Rather, the emphasis is to make a clear and rational link between proposed goals and strategies and the priority areas. This will also allow scores for like programs to be compared within the common priority areas these programs are addressing.

Q. How many programs may an organization apply to fund?

A. There is no limit to the number of programs for which an organization may submit applications.

Q. My program is a multi-activity program for a discrete population. Fairfax County has always funded my organization, first as a contributing agency, and now through the funding pool. Won't this limiting to no more than 2 priority areas mean that I will receive less funding?

A. The CCFP funds programs not organizations. In addition to emphasizing outcomes to be achieved, the goal of the CCFP process is to focus on strategies that work to meet the broad funding priority areas identified by the CCFAC. Any of the evaluation criteria can affect the amount of funding that a proposal may receive.

Q. How much "leveraging" of programs is required?

A. There is no minimum requirement for the amount of leveraged support provided to a program. However, in keeping with CCFAC policy, CCFP funding is to be used to address a broad spectrum of need to the extent of supporting and enhancing community services. Further, programs that diversify funding can demonstrate service stability over time by broadening their community support.

Q. When will awards be made?

A. A Selection Advisory Committee recommends contract awards to the Board of Supervisors. Contract awards will be submitted to the board in April 2006 for appropriation of funding. Assuming board approval of funding, organizations will be notified of approved projects in late April.

Q. Can organizations that have never received funding receive awards?

A. Yes. CCFP funds programs not organizations. Each proposed program is reviewed and rated by the Selection Advisory Committee on the merits of the proposal using the evaluation criteria established by the CCFAC and explained in this Technical Workbook. Further, currently funded programs are not guaranteed funding from one funding cycle to the next. They must reapply and be considered with the total group of applicants for that funding period.

Q. How is the volunteer hourly rate determined?

A. The hourly rate for non-professional volunteers for the Commonwealth of Virginia is \$18.04. This rate is based on the average hourly wage for non-agricultural workers determined by the Bureau of Labor Statistics. The rate changes yearly and does not include supervisors/managers. The hourly rate for professional volunteers is determined by the applicant and justified in the written narrative.

Q. We want to do rehab of a residential building to convert some space into a community room. Could that be an eligible use?

A. In the Proposal Guidelines, #2a states "awards for capital projects will only be made for projects that result in the production or preservation of affordable housing." The CCFAC clearly stated that these funds must be used for residential production only.

Q. Since the proposal is for two-year funding, is it okay when we don't have site control at the time of application?

A. The Selection Advisory Committee will be briefed on the special considerations involved in preparing a timeline for proposed capital projects, including the issue of site control. Projects that can demonstrate site control will gain more points on the Project Readiness Criterion. However, not having site control does not eliminate the project from consideration.

Q. We are a community service organization that is outgrowing its current facility. Could we apply for capital funds to do a feasibility study for a new building?

A. No. The capital funds in the CCFP are specific to the development and maintenance of affordable housing projects.

Q. What does "Board Approval" on the cover page of the RFP indicate?

A. This will vary by organization, depending on whether the Board of Directors authorizes its organization to apply for funding in general, or whether the Board of Directors requires formal approval of the completed proposal to be submitted.

Q. Define what is meant by a Community Based Organization?

A. This term is applicable only for certain Affordable Housing Capital Projects. Refer to the Community Development Block Grant regulations in the Technical Workbook.

Q. Can reviewers that are selected from the general public and are not professionals make decisions about specific program services?

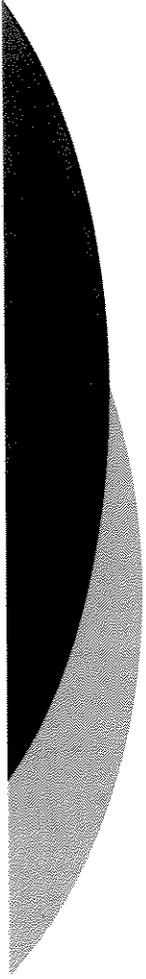
A. Page one of the RFP describes the process for selecting CCFP reviewers. The objective of the funding pool process is that members of the community decide all steps of the process including how the projects are selected. The County staff provides background information to this group of citizens who are appointed to this process by the County Executive through the Department of Purchasing and Supply Management.

Q. The evaluation points total 100; must a proposal earn all 100 points to be considered for funding?

A. Scoring is a variable process. Awards are made on a ranking basis and the process involves two components: the score and the amount of money awarded.

Q. Is there an opportunity to address the Selection Advisory Committee?

A. Typically the applicants do not meet with the Selection Advisory Committee. If the proposal is not funded, there is a debriefing process with staff.



Affordable Housing Capital Projects

- Guidelines

Fairfax County

Consolidated Community Funding Pool Application

Guidelines for Affordable Housing Capital Projects ONLY:

1. PROPOSED AFFORDABLE HOUSING CAPITAL PROJECTS ARE ELIGIBLE FOR THE FOLLOWING ACTIVITIES:

- a. Acquisition of property to be used for permanent housing
- b. Site improvements
- c. Rehabilitation of permanent housing (including historic preservation)
- d. Conversion of non-residential structures into permanent housing
- e. Clearance of toxic contaminants of property to be used for the construction of new housing
- f. New construction of permanent residential structures (*provided the applicant qualifies as a Community-Based Development Organization (CDBO), see Technical Workbook*) should meet one of the following criteria:
 - There is a clear link between the need for this affordable housing and accessibility to existing or planned jobs, and thus demonstrates expanded economic opportunity; or
 - The project is clearly designed to conserve energy and will realize substantial savings in energy costs.

2. ELIGIBLE PROJECT COSTS:

- a. Acquisition: property acquisition and costs that are necessary to affect the acquisition b.

Construction of site improvement related to affordable housing c. Rehabilitation:

- Costs of labor, materials, supplies and other expenses required for the rehabilitation of the property, including repair or replacement of principal fixtures and components of existing structures;
- Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds (if such refinancing is determined by the County to be necessary or appropriate);
- Property acquisition;
- Security devices;
- Insurance;
- Water and energy conservation costs;
- Tools;

- Barrier removal;
 - Installation or replacement of landscaping, sidewalks and driveways;
 - Renovation of closed buildings.

d. New construction (provided the applicant qualifies as a CBDO): the hard and soft costs related to construction of permanent residential structures

3. PROJECT REQUIREMENTS:

Proposed Affordable Housing Capital Projects must comply with all Federal CDBG and Fairfax County laws, regulations, codes and guidelines. These requirements include:

a. Purpose:

- Projects must provide or improve residential structures which, upon completion, will be occupied by low- and moderate-income households.
- Projects will not result in the permanent displacement of any households or other entities.
- Proposal cannot be for an expansion or improvement of a County-owned facility or other publicly-owned residential facility.

b. **Income Targeting:** Housing, assisted under this RFP, must be occupied by low- to moderate income (L/M) persons upon completion (Technical Workbook: CDBG Income Limits).

c. **Rent Limitations:** When the housing is to be rented, in order for a dwelling unit to be considered to benefit a L/M income household, it must be occupied by the household at affordable rents. For the purposes of this RFP, affordable rents are based on the number of bedrooms (Technical Workbook: CDBG Rent Limitations).

4. OCCUPANCY RULE:

a. Occupancy of the assisted housing by L/M income households is determined according to the following general rules:

- Single-unit structure must be occupied 100% by L/M income household;
- Two-unit structure (duplex) must have at least one unit occupied by a L/M income household;
- A structure containing more than two units must have at least 51 % of the units occupied by L/M income households.

b. **Exception:** The new construction of *non-elderly, multifamily rental* structures need only have at least 20% of the units occupied by L/M income households. However, where L/M income occupancy of such housing falls between 20% and 50%, the CDBG portion of total development costs may not be greater than the portion of units occupied by L/M income households.

c. **"Presumed" Single Structures:** CDBG assistance to two or more structures may be considered to meet the occupancy-by structure test as though all of the assisted structures were in a single structure if: buildings used for rental housing are under common ownership and management, and are located on the same or contiguous properties.

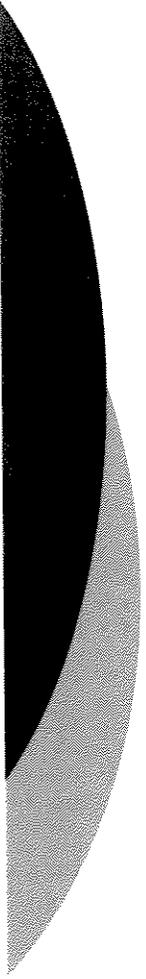
- d. Condominiums:* Where rehabilitation of one or more units in a multi-unit building that are owned on a condominium basis is limited to the particular unit(s) and does not involve rehabilitation of portions of the property that are held in common ownership, the unit(s) are considered to be separate structures.

5. DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REQUIREMENTS:

Proposed Affordable Housing Capital Projects are subject to internal policies and procedures of the Department of Housing and Community Development (DHCD), which include a review by DHCD's Loan Underwriting Committee (LUC). The LUC reviews the project to determine whether or not a project is financially sound and should proceed. The following is a list of what may be required, as applicable, by the LUC prior to approving the disbursement of CDBG funds:

- An appraisal of the subject property by certified appraiser
- A copy of the ratified sales contract
- Recent financial reports of a condominium association (if applicable)
- Certified lead-based paint testing (if unit was constructed prior to 1978)
- Certified radon testing (if the project is in an area deemed to have moderate to high radon possibility as determined in the environmental review)
- The settlement agency, as chosen by the developer, will be instructed to follow and adhere to settlement instructions as directed per DHCD.
- DHCD will determine if the project is compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Fair Housing Amendments Act of 1988, and the Final Rule for Nondiscrimination on the Basis of Disability in State and Local Government Services (Americans with Disabilities Act).
- CDBG funds may **not** be obligated until DHCD has determined that the project is compliant with Federal guidelines and policies.
- For capital construction projects, procurement and bidding procedures by the developer need to be reviewed and approved by DHCD.
- Affordable Housing Capital Project contracts contain terms, conditions, and performance outcome measures that are expected of the nonprofit. The contracts are presented to the Fairfax County Redevelopment and Housing Authority (FCRHA) for approval and subsequent execution.

DHCD staff will serve as contract manager and provide guidance to developer(s) as needed.



Affordable Housing Capital Projects

- Community-Based Development
Organization Check List

**Affordable Housing Capital Projects
Community-Based Development Organization
Check List**

Project: _____ Organization: _____

In order to qualify as a Community Based Development Organization (CBDO), an entity must meet the criteria specified at §570.204(c) (1), (2), or (3) of Community Development Block Grant (CDBG) regulations. Generally, this means that the entity must:

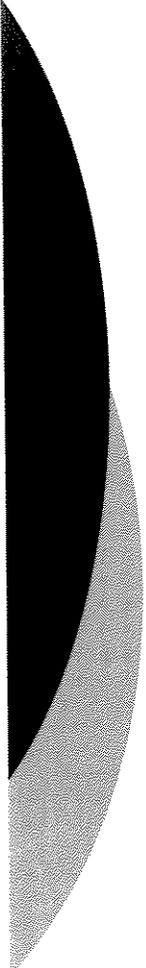
- Be organized under State or local law to carry out community development activities. For entitled communities, the entity must operate primarily within an identified neighborhood within the grantee's jurisdiction.
- Maintain at least 51% of its governing body's membership to be made up of any combination of the following:
 - low- and moderate-income residents of its area of operation,
 - owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or
 - representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation.
- Require that members of the governing body must be nominated and approved by the organization's general membership or by its permanent governing body (except otherwise authorized in §570.204(c)(1)(v)).
- Have as its primary purpose the improvement of the physical, economic, or social environment of its geographic area of operations, with particular emphasis on the needs of low- and moderate-income persons.
- Be either nonprofit or for-profit, but, if a for-profit, only incidental monetary benefits to its members are allowed.
- Not be an agency or instrumentality of the grantee, and not permit more than one-third of its governing body to be appointed by or consist of elected or other public officials or employees of the grantee (or of any other entity that could not qualify as a CBDO), even if such persons would otherwise meet the requirements described above.
- Not be subject to the reversion of its assets to the grantee upon dissolution (although a grantee may specify as a condition of providing CDBG funds to the entity that any assets related to the specific CDBG assistance being provided must revert to the grantee, whether or not the grantee designates the CBDO as a subrecipient. (Application of the reversion of assets clause under §570.503(b)(8) would be required for any CBDO designated as a subrecipient and would function to permit the specific assets purchased with the CDBG funds to revert back to the grantee. This would not constitute a violation of the §570.204 requirement.)
- Be free to contract for goods and services from vendors of its own choosing (a sign that the entity is not an agent of the grantee).

Applicants recommended for CDBG funding will be required to submit CBDO documentation indicated in the checklists before award or execution of a contract.

Community Development Block Grant

- Income Eligibility Limits

Household Size (# of persons)	Extremely Low Income (30% MSA*)	Low Income (50% MSA*)	Low/Mod Income (80% MSA*)
1	\$19,850	\$33,100	\$42,000
2	\$22,700	\$37,800	\$48,000
3	\$25,500	\$42,550	\$54,000
4	\$28,350	\$47,250	\$60,000
5	\$30,600	\$51,050	\$64,800
6	\$32,900	\$54,800	\$69,600
7	\$35,150	\$58,600	\$74,400
8+	\$37,400	\$62,350	\$79,200

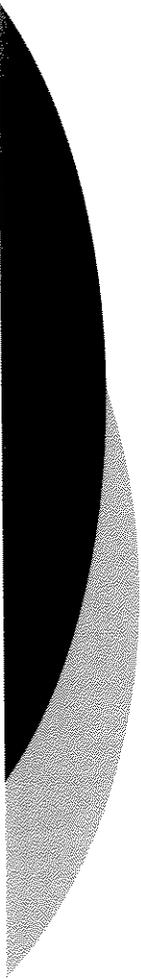


Community Development Block Grant

- Washington, D.C. Metropolitan Statistical Area, FY 2007 CDBG Fair Market Rents

	Fair Market Rent
Efficiency	995
1 Bedroom	1,134
2 Bedrooms	1,286
3 Bedrooms	1,659
4 Bedrooms	2,171
5 Bedrooms	2,497
6 Bedrooms	2,822

Effective: April 28, 2007
Issued: March 2007



Fairfax County Board of Supervisors Approval of:

- Board Agenda Item, July 9, 2007: Consolidated Community Funding Advisory Committee Recommendations for the FY 2009 and FY 2010 Funding Priorities for the Consolidated Community Funding Pool/Fiscal Years 2009-2010 Consolidated Community Funding Pool Funding Priorities

APPROVED

**Consolidated Community Funding Pool
(CCFP)**

Priorities for

Fiscal Years 2009 - 2010



Approved by the

Fairfax County Board of Supervisors

July 9, 2007

Approved Priorities for the Consolidated Community Funding Pool (CCFP) Fiscal Years 2009-2010

**Approved by the Fairfax County Board of Supervisors
July 9, 2007**

Purpose

This document presents the approved recommendations on priorities for the Consolidated Community Funding Pool (CCFP) for the two-year cycle beginning in Fiscal Year 2009. The recommendations were developed by the Consolidated Community Funding Advisory Committee (CCFAC). The CCFAC is a citizen group established by the Board of Supervisors and charged with responsibility to recommend Funding Pool priorities based on public and County staff input and assessment of human service and community development needs within the County. Members of the CCFAC are appointed by the County Executive and represent various public and private citizen advisory or administrative boards, councils, and committees within the County.

Background

Over the past ten years, the Fairfax County Board of Supervisors has provided approximately \$78 million through the funding pool in federal, state and county resources. These monies supported community services and housing development projects administered by non-profit, community and faith-based organizations. Through the Funding Pool, precious public funds are allocated among many worthwhile programs and services in general accord with priorities set by the Board of Supervisors and through open competitions conducted by the County that utilize citizen volunteer review panels.

Needs Assessment

The approved Fiscal Year 2009-2010 Funding Pool priorities are based on review and analysis of information regarding human service and community development needs and conditions in the County obtained from a variety of sources. They include:

- **Public Hearing** – The CCFAC conducted an announced formal public hearing on November 14, 2006. Twelve citizens and representatives from community-based organizations presented information concerning needs that could be addressed with Funding Pool assistance and through the County’s Consolidated Plan submitted to HUD for federal program funds. In addition to learning about the particular programs and needs of clients served by those who testified, the CCFAC also sought input on programs or services might be needed, and in what form, to truly help individuals or families become “self-sufficient.” The CCFAC also sought input on what, if any, encouragement or priority those testifying would assign to applications calling for innovative but unproven approaches to addressing human service needs.

Approved by the Fairfax County Board of Supervisors on July 9, 2007

- Focus Groups – At the request of the CCFAC, the Department of Systems Management for Human Services conducted eight focus groups among key service populations to gather their input on both immediate service needs and on what they thought might help their lives significantly improve. Focus groups were conducted involving senior citizens and persons with disabilities, middle and high school youth, low- and moderate-income parents with children in assisted child care, the homeless, and ethnic minorities (Hispanic, Asian, and Middle Eastern).
- Briefings on Board of Supervisors and County Initiatives – the CCFAC has received special briefings from County staff responsible for a variety of special initiatives (preventing and ending homelessness, promoting prevention programs among youth, reducing gang membership, reducing domestic violence, increasing low- and moderate-income housing).
- Review of Studies and Other Needs-Related Materials – Over the past year, staff has made available to the CCFAC numerous studies, statistical analyses, and reports of County programs and services, as well as information concerning national human service needs, trends, and innovations that have helped place County conditions and programs in perspective.
- Discussion at the CCFAC meeting on June 12, 2007, with representatives from nonprofit agencies and citizen advisory boards on the proposed CCFP Priority Areas, which resulted in several language changes and the inclusion of additional service examples.

Focus on Outcomes

For the next two-year funding cycle, beginning in FY 2009, CCFAC recommends that the Funding Pool priorities be based on human services *outcomes* for individuals and families, rather than by types of service or by particular populations of clients. CCFAC believes that this approach will encourage and support the continued progress of both public agencies and non-profit community-based service providers toward more purposeful, results-focused program planning and implementation. The CCFAC wants to see accountability that is based less on what is done for clients, and more on how their lives and conditions are improved as a result of that help. This advances the Fairfax County human services goal approved by the Board of Supervisors and contained in the County's Comprehensive Plan, 2007 Edition:

Fairfax County should provide a range of services and facilities for all residents, so that they may sustain and secure a productive lifestyle. Each individual should have the opportunity to achieve self-sufficiency and function to the limits of his or her ability, particularly in providing family stability.

Based on its most recent assessment of human service needs and conditions, the CCFAC suggests that the stability and self-sufficiency outcomes expressed in the County's human services goal continue to serve as the best framework for Funding Pool assistance and that priorities ultimately approved by the Board for the FY 2009-2010 funding cycle should reaffirm

and strengthen the partnership and role of community-based services in achieving these outcomes.

Support for Board of Supervisors and County Initiatives

The CCFAC recommendations for Funding Pool priorities listed in the attachment respond to and support Board of Supervisors and County initiatives to: 1) end homelessness within ten years; 2) preserve and increase the availability of safe and affordable housing for moderate and low income residents; 3) reduce the incidence of youth involvement in gangs; 4) address the incidence and consequences of domestic violence; 5) meet the special housing and human services needs of seniors and persons with disabilities; 6) reduce the disproportionate representation of minorities among youth experiencing educational or other developmental issues; and 7) enhance efforts to *prevent* conditions or behaviors that undermine health, stability, growth and development, or independent living in the community.

As in the past, the CCFAC has listed under each of its proposed funding priorities sample programs or services that might receive Funding Pool resources.

Continuum of Outcomes

CCFAC believes that the four outcome-focused priorities described in the attachment reflect an important and necessary continuum of stability and self-sufficiency opportunities based on the need, condition, and potential among those to be served, especially among defined sub-populations that now benefit from services supported by the Funding Pool (e.g., youth, senior citizens, and persons with physical or mental disabilities). The continuum provides a framework for service provision across all four priorities depending upon anticipated outcomes that are calibrated to individual or family condition and potential.

To achieve these outcomes, the CCFAC is recommending increased attention to the coordination of services for each family or individual. The CCFAC understands that individuals and families may need multiple services or supports over an extended period of time to move toward the outcomes contained in the proposed funding priorities. Such services may be delivered entirely by comprehensive community-based programs or by targeted or single service providers that link and coordinate their efforts with other public or private agencies.

The attachment describes the approved four priorities, the outcomes to be achieved, the target funding percentage ranges, and service examples.

**CONSOLIDATED COMMUNITY FUNDING POOL
APPROVED PRIORITY AREAS for FY 2009-2010**

I. PREVENTION

Outcome: Families and individuals remain independent and have the tools and resources to prevent dependence.

Action Statement: The community strengthens individuals and families so that they have the ability and personal resources to prevent dependency and to overcome *potential* adversities.

Target Funding Percentage Range: 15 to 25%

Service Examples (May include but not limited to):

- Mentoring programs for youth, adults, and families
- Conflict resolution and anger management training and counseling
- Programs that prevent youth from becoming involved or continuing in unsafe behaviors (e.g., gang involvement, substance abuse) such as before and after-school programs, and weekend recreational or enrichment activities.
- ESOL classes.
- Life skills and healthy choices programs for adults.
- Financial literacy/management training and counseling to promote individual and family economic capabilities and prevent financial crises.

II. CRISIS INTERVENTION

Outcome: Individuals and families in crisis receive sufficient help to move quickly back to self-sufficiency.

Action Statement: The community provides emergency services for immediate needs and, as appropriate, evaluation of longer-term needs.

Target Funding Percentage Range: 5% to 15%

Service Examples (May include but not limited to):

- Food pantry.
- Utility payments to prevent disconnects.
- Rental assistance to avoid eviction.
- Furniture collection and distribution.
- Referrals/follow-up for evaluation of longer-term needs.
- Emergency and services to victims of domestic violence and their families
- Provision of shelter to temporarily homeless individuals and families

III. SELF-SUFFICIENCY

Outcome: Individuals and families attain self-sufficiency.

Action Statement: The community provides long-term assistance to help individuals and families attain self-sufficiency.

Target Funding Percentage Range: 55% to 65%

Service Examples (May include but not limited to):

- Acquiring/preserving/rehabilitating/constructing affordable, accessible, and stable housing to help individuals and families achieve stability.
- Transition assistance to help people, including but not limited to families, individuals, seniors, and persons with disabilities, move into self-sufficiency.
- Employment training.
- ESOL classes
- Services to gain and retain employment.
- Services to specifically address senior employment issues
- Counseling to improve household budget management.
- Immigrant support services.
- Child care to help parents stay employed.
- Legal services that improve or maintain individual and family health and stability.
- Educational and job skills programs that increase economic opportunities.
- Transportation initiatives to improve access to existing programs for individuals and families.

IV. ONGOING ASSISTANCE FOR INDEPENDENT LIVING

Outcome: People who have continuing and long-term needs achieve or maintain healthy, safe, and independent lives to the maximum extent feasible.

Action Statement: The community provides services necessary to help individuals and families live as safe, healthy, and independent lives as possible.

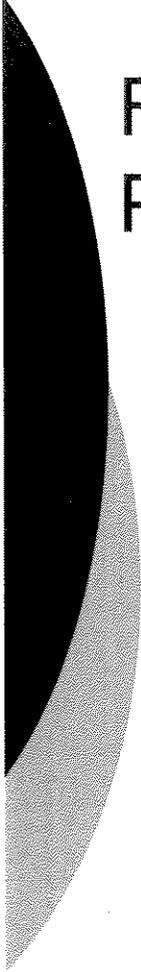
Target Funding Percentage Range: 5% to 15%

Service Examples (May include but not limited to):

- Acquiring/preserving/rehabilitating/constructing affordable, accessible, and stable housing to help individuals and families who require ongoing assistance for independent living.

- Assistance with tasks to keep seniors or persons with disabilities in their home (e.g., personal assistance, transportation to medical appointments).
- Providing positive social environments for isolated individuals.
- Programs for individual and family counseling.
- Transportation initiatives to improve access to existing programs for individuals and families.
- Respite services to help caregivers for persons with chronic personal care needs.
- Ongoing assistance with housing, transportation, counseling, employment, and other needs to individuals whose histories and/or conditions require sustained supports.

NOTE: Capital projects (from the Community Development Block Grant) may be awarded in either Priority III or Priority IV independently of the target funding percentage.

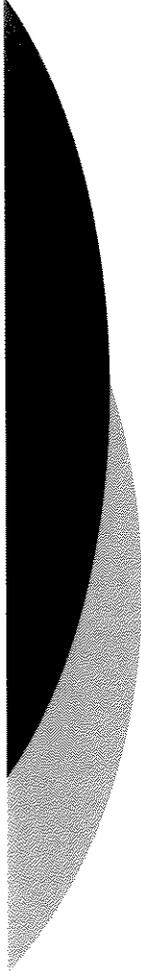


Fairfax County Community Policy Statements

Fairfax County Vision

Human Services Goal

Response to Challenges in the Community

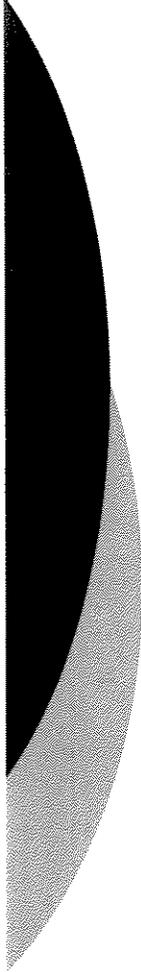


Fairfax County Vision

Core Purpose and Desired Results

To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County by:

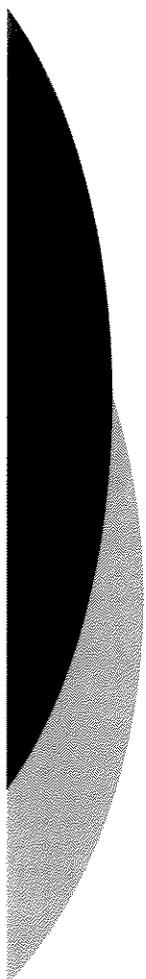
- **Maintaining Safe and Caring Communities:** The needs of a diverse and growing community are met through innovative public safety, health care, housing, educational, recreational, and volunteer opportunities. As a result, residents feel safe and secure, capable of accessing the range of services and opportunities they need, and are willing and able to give back to their community.
- **Practicing Environmental Stewardship:** Local government, businesses, community organizations, and residents seek ways to use all resources wisely and to protect and enhance the County's natural environment and open space. As a result, residents feel good about their quality of life and embrace environmental stewardship as a personal and shared responsibility.
- **Building Livable Spaces:** Distinctive and accessible town centers, neighborhoods, streets, walkways, and open spaces create a sense of place -- reflecting the character, history, and natural environment of the community. As a result, people throughout the community feel they have unique and desirable places to live, work, shop, play, and connect with others.
- **Maintaining Healthy Economies:** Investments in the work force, jobs, institutions, and community infrastructure support a diverse and thriving economy. As a result, individuals are able to meet their needs and have the opportunity to grow and develop their talent and income according to their potential.
- **Connecting People and Places:** Transportation, technology, information, and partnerships effectively and efficiently connect people and ideas. As a result, people feel a part of their community and have the ability to access places and resources in a timely, safe, and convenient manner.
- **Creating a Culture of Engagement:** Individuals enhance community life by participating in and supporting civic groups, discussion groups, public-private partnerships, and other activities that seek to understand and address community needs and opportunities. As a result, residents feel they can make a difference and work in partnership with others to understand and address pressing public issues.
- **Corporate Stewardship:** Fairfax County Government is accessible, responsible and accountable. As a result, actions are responsive, providing superior customer service and reflecting sound management of County resources and assets.



Fairfax County Human Services Goal

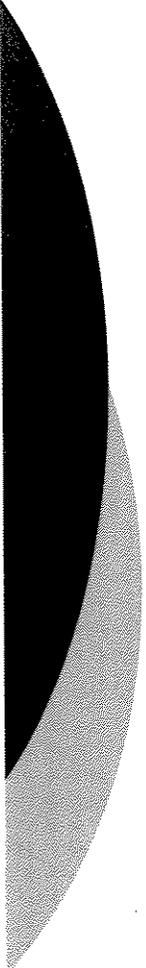
Each individual should have the opportunity to achieve self-sufficiency and function to the limit of his or her ability, particularly in providing family stability through economic security.

Adopted by the Board of Supervisors, December, 1998



Fairfax County Human Services Response to Challenges in the Community

- **Community Challenge 1:** Providing Assistance to Promote Independence
- **Community Challenge 2:** Ensuring the Availability of Safe, Affordable Housing
- **Community Challenge 3:** Supporting Families and Individuals in Crisis; and Preventing Abuse and Neglect
- **Community Challenge 4:** Protection of the Public Health
- **Community Challenge 5:** Addressing Alcohol, Drug, Mental and Physical Health Issues
- **Community Challenge 6:** Responding to Crime in the Community
- **Community Challenge 7:** Providing Community-wide and Targeted Supports to Prevent Social Isolation and Neighborhood Deterioration



NOTES
